

# **EXHIBIT A**

**HUMANA INSURANCE COMPANY****General Information**

<b>Organization Number</b>	0837079
<b>Name</b>	HUMANA INSURANCE COMPANY
<b>Profit or Non-Profit</b>	P - Profit
<b>Company Type</b>	FCO - Foreign Corporation
<b>Status</b>	A - Active
<b>Standing</b>	G - Good
<b>State</b>	WI
<b>File Date</b>	8/30/2012
<b>Authority Date</b>	8/30/2012
<b>Last Annual Report</b>	5/17/2016
<b>Principal Office</b>	1100 EMPLOYERS BOULEVARD DEPERE, WI 54114
<b>Registered Agent</b>	Corporation Service Company 421 WEST MAIN STREET FRANKFORT, KY 40601

**Current Officers**

<b>President</b>	<a href="#"><u>Bruce D Broussard</u></a>
<b>Vice President</b>	<a href="#"><u>Hank Robinson</u></a>
<b>Secretary</b>	<a href="#"><u>Joan O Lenahan</u></a>
<b>Treasurer</b>	<a href="#"><u>Alan Bailey</u></a>
<b>Director</b>	<a href="#"><u>Brian A Kane</u></a>
<b>Director</b>	<a href="#"><u>Bruce D Broussard</u></a>
<b>Director</b>	<a href="#"><u>James E Murray</u></a>
<b>CFO</b>	<a href="#"><u>Brian Kane</u></a>

**Individuals / Entities listed at time of formation****Images available online**

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<a href="#"><u>Annual Report</u></a>	5/17/2016	1 page	<a href="#"><u>PDF</u></a>
<a href="#"><u>Registered Agent name/address change</u></a>	10/27/2015 2:53:36 PM	1 page	<a href="#"><u>PDF</u></a>
<a href="#"><u>Annual Report</u></a>	3/24/2015	1 page	<a href="#"><u>PDF</u></a>
<a href="#"><u>Annual Report</u></a>	4/22/2014	1 page	<a href="#"><u>PDF</u></a>
<a href="#"><u>Annual Report</u></a>	6/4/2013	1 page	<a href="#"><u>PDF</u></a>
<a href="#"><u>Application for Certificate of Authority(Corp)</u></a>	8/30/2012	18 pages	<a href="#"><u>tiff</u></a> <a href="#"><u>PDF</u></a>

**Assumed Names**

5/30/2017

Welcome to Fasttrack Organization Search

**Activity History**

<b>Filing</b>	<b>File Date</b>	<b>Effective Date</b>	<b>Org. Referenced</b>
Annual report	5/17/2016 11:55:53 AM	5/17/2016 11:55:53 AM	
Registered agent address change	10/27/2015 2:53:36 PM	10/27/2015 2:53:36 PM	
Annual report	3/24/2015 1:40:10 PM	3/24/2015 1:40:10 PM	
Annual report	4/22/2014 11:44:12 AM	4/22/2014 11:44:12 AM	
Annual report	6/4/2013 9:03:53 AM	6/4/2013 9:03:53 AM	
Add	8/30/2012 1:20:21 PM	8/30/2012	

**Microfilmed Images**

# **EXHIBIT B**

5/30/2017

- Arizona Corporation Commission eCorp

Search Date and Time:

5/30/2017 8:24:59 AM

File Number:

F00365371

Corporation Name:

HUMANA HEALTH PLAN, INC.

Annual Report Email Reminders

eFile Annual Report

Print Annual Report Form

Collapse | Expand

## Corporate Inquiry ▲

File Number

F00365371

Corporation Name

HUMANA HEALTH PLAN, INC.

Standing

[Check Corporate Status](#)

## Domestic Address ▲

2338 W ROYAL PALM RD STE J  
PHOENIX, AZ 85021

## Foreign Address ▲

500 W MAIN ST  
LOUISVILLE, KY 40202

## Statutory Agent Information ▲

Agent Name: CORPORATION SERVICE COMPANY

Agent Mailing/Physical Address:

2338 W ROYAL PALM RD STE-J  
PHOENIX, AZ 85021

Agent Status: APPOINTED 04/20/1999

## Additional Entity Information ▲

Entity Type: PROFIT

Business Type: HMO

Incorporation Date: 7/17/1986

Corporation Life Period: PERPETUAL

Domicile: KENTUCKY

County: MARICOPA

Approval Date: 7/17/1986

Original Publish Date: 8/28/1986

## Officer Information ▲

5/30/2017

- Arizona Corporation Commission eCorp

<b>Name</b>	BRUCE D BROUSSARD
<b>Title</b>	PRESIDENT/CEO
<b>Address</b>	500 WEST MAIN ST LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017
<b>Name</b>	JOAN O LENAHAH
<b>Title</b>	SECRETARY
<b>Address</b>	500 W MAIN ST LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017
<b>Name</b>	ALAN BAILEY
<b>Title</b>	TREASURER
<b>Address</b>	500 WEST MAIN STREET LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017
<b>Name</b>	HANK ROBINSON
<b>Title</b>	VICE-PRESIDENT
<b>Address</b>	500 WEST MAIN STREET LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017

## Director Information ▲

<b>Name</b>	JAMES E MURRAY
<b>Title</b>	DIRECTOR
<b>Address</b>	500 WEST MAIN STREET LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017
<b>Name</b>	BRUCE BROUSSARD
<b>Title</b>	DIRECTOR
<b>Address</b>	500 WEST MAIN STREET LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017
<b>Name</b>	BRIAN KANE
<b>Title</b>	DIRECTOR
<b>Address</b>	500 WEST MAIN STREET LOUISVILLE, KY 40202
<b>Date of Taking Office</b>	04/28/2016
<b>Last Updated</b>	03/30/2017

## Annual Reports ▲



5/30/2017

- Arizona Corporation Commission eCorp

Next Annual Report Due: 4/17/2018

File Year	2017
File Month	4
Date Received	3/29/2017
Reason Returned	
Date Returned	
Extension	
File Year	2016
File Month	4
Date Received	2/1/2017
Reason Returned	
Date Returned	
Extension	
File Year	2015
File Month	4
Date Received	1/22/2015
Reason Returned	
Date Returned	
Extension	
File Year	2014
File Month	4
Date Received	1/28/2014
Reason Returned	
Date Returned	
Extension	
File Year	2013
File Month	4
Date Received	4/8/2013
Reason Returned	
Date Returned	
Extension	
File Year	2012
File Month	4
Date Received	4/13/2012
Reason Returned	
Date Returned	
Extension	
File Year	2011
File Month	4
Date Received	4/11/2011
Reason Returned	
Date Returned	
Extension	

5/30/2017

- Arizona Corporation Commission eCorp

File Year	2010
File Month	4
Date Received	4/1/2010
Reason Returned	
Date Returned	
Extension	
File Year	2009
File Month	4
Date Received	3/4/2009
Reason Returned	
Date Returned	
Extension	
File Year	2008
File Month	4
Date Received	3/3/2008
Reason Returned	
Date Returned	
Extension	
File Year	2007
File Month	4
Date Received	4/2/2007
Reason Returned	
Date Returned	
Extension	
File Year	2006
File Month	4
Date Received	4/10/2006
Reason Returned	
Date Returned	
Extension	
File Year	2005
File Month	4
Date Received	2/18/2005
Reason Returned	
Date Returned	
Extension	
File Year	2004
File Month	4
Date Received	7/2/2004
Reason Returned	
Date Returned	
Extension	

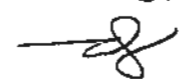


5/30/2017

- Arizona Corporation Commission eCorp

File Year	2003
File Month	4
Date Received	8/25/2003
Reason Returned	
Date Returned	
Extension	
File Year	2002
File Month	4
Date Received	3/11/2002
Reason Returned	
Date Returned	
Extension	
File Year	2001
File Month	4
Date Received	4/13/2001
Reason Returned	
Date Returned	
Extension	
File Year	2000
File Month	4
Date Received	4/13/2000
Reason Returned	
Date Returned	
Extension	
File Year	1999
File Month	4
Date Received	4/20/1999
Reason Returned	
Date Returned	
Extension	
File Year	1998
File Month	4
Date Received	8/25/1998
Reason Returned	
Date Returned	
Extension	
File Year	1996
File Month	12
Date Received	9/9/1997
Reason Returned	
Date Returned	
Extension	

# **EXHIBIT C**

5/22/17  
11:35am  


 **Davis Miles**

**McGuire Gardner**

40 E. Rio Salado Parkway, Suite 425

Tempe, AZ 85281

Telephone: (480) 733-6800

Fax: (480) 733-3748

[efile.dockets@davisnmiles.com](mailto:efile.dockets@davisnmiles.com)

David W. Williams, State Bar No. 22764

*Attorneys for Plaintiff*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF YAVAPAI**

SHERRIN ROSE, an individual,

Plaintiff,

vs.

HUMANA INSURANCE COMPANY, a  
Kentucky corporation, HUMANA HEALTH  
PLAN, INC., a Kentucky corporation, JOHN  
DOES 1 - X and JANE DOES 1 - X; ABC  
CORPORATIONS 1 - X; BLACK AND  
WHITE PARTNERSHIPS and/or SOLE  
PROPRIETORSHIPS 1 - X,

Defendants.

CASE NO. 201700336

**SUMMONS**

THE STATE OF ARIZONA TO THE ABOVE NAMED DEFENDANTS:

**HUMANA INSURANCE COMPANY**

 **HUMANA HEALTH PLAN, INC.**

**JOHN DOES 1 - X and JANE DOES 1 - X;**

**ABC CORPORATIONS 1 - X**

**BLACK AND WHITE PARTNERSHIPS and/or SOLE PROPRIETORSHIPS 1 - X,**

- YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within twenty (20) days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona whether by direct service, by registered or certified mail, or by publication you shall appear and defend

1 within thirty (30) days after the service of the Summons and Complaint upon you is  
 2 complete, exclusive of the day of service. Where process is served upon the Arizona  
 3 Director of Insurance as an insurer's attorney to receive service of legal process against it in  
 4 this state, the insurer shall not be required to appear, answer or plead until expiration of  
 5 forty (40) days after date of such service upon the Director. Service by registered or  
 6 certified mail without the State of Arizona is complete thirty (30) days after the date of  
 7 filing the receipt and affidavit of service with the Court. Service by publication is complete  
 8 thirty (30) days after the date of first publication. Direct service is complete when made.  
 9 Service upon the Arizona Motor Vehicle Superintendent is complete thirty (30) days after  
 10 filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4; A.R.S. §§  
 11 20-222, 28-502, 28-503.

12 YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend  
 13 within the time applicable, judgment by default may be rendered against you for the relief  
 14 demanded in the Complaint.

15 YOU ARE CAUTIONED that in order to appear and defend, you must file an  
 16 Answer or proper response in writing with the Clerk of this Court, accompanied by the  
 17 necessary filing fee, within the time required, and you are required to serve a copy of any  
 18 Answer or response upon the Plaintiff's attorney. RCP 10(d); A.R.S. § 12-311; RCP 5.

19 REQUESTS for reasonable accommodation for persons with disabilities must be  
 20 made to the division assigned to the case by parties at least three (3) judicial days in  
 21 advance of a scheduled court proceeding.

22 REQUESTS for an interpreter for persons with limited English proficiency  
 23 must be made to the office of the judge or commissioner assigned to the case, at least (10)  
 24 judicial days before your scheduled court date.

25 The name and address of Plaintiff's attorneys are:

26 **DAVIS MILES MCGUIRE GARDNER, PLLC**  
 27 **David W. Williams**  
 28 40 E. Rio Salado Parkway, Suite 425  
 Tempe, AZ 85281  
 Tel. (480) 733-6800

SIGNED AND SEALED this date: MAY - 2 2017

By: M FEIGTER  
 Deputy Clerk

COURT SEAL

ORIGINAL FILED THIS  
DAY OF MAY - 2 2017  
DONNA McQUALITY  
Clerk of Superior Court  
By: M PEICHTER

 **Davis Miles**

**McGuire Gardner**

40 E. Rio Salado Parkway, Suite 425

Tempe, AZ 85281

Telephone: (480) 733-6800

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David W. Williams, State Bar No. 22764

*Attorneys for Plaintiff*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF YAVAPAI**

SHERRIN ROSE, an individual,

Plaintiff,

vs.

CASE NO.

**201700336**  
**COMPLAINT**

HUMANA INSURANCE COMPANY, a  
Kentucky corporation, HUMANA HEALTH  
PLAN, INC., a Kentucky corporation, JOHN  
DOES 1 - X and JANE DOES 1 - X; ABC  
CORPORATIONS 1 - X; BLACK AND  
WHITE PARTNERSHIPS and/or SOLE  
PROPRIETORSHIPS 1 - X,

Defendants.

Plaintiff Sherrin Rose ("Plaintiff"), through her undersigned counsel, hereby submits  
the following as her Complaint against Defendants:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Sherrin Rose is a resident of Yavapai County, Arizona.
2. Defendant Humana Insurance Company is a Kentucky corporation that has  
directed its activities to the State of Arizona.



3 4. Humana Insurance Company and Humana Health Plan are collectively  
4 referred to as "Humana."

5           5.       At all times material, Defendants John Does I-X and Jane Does I-X were  
6 either residents of the State of Arizona or have caused an event to occur in the State of  
7 Arizona out of which this Complaint arose.

8 6. At all times material, Defendants ABC Corporations I-X was either residents  
9 of the State of Arizona or has caused an event to occur in the State of Arizona out of which  
10 this Complaint arose.

7. At all times material, Defendants Black and White Partnerships and/or Sole Proprietorships I-X were either residents of the State of Arizona or have caused an event to occur in the State of Arizona out of which this Complaint arose.

8. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants Does 1-X, ABC Corporations 1-X and Black and White Partnerships and/or Sole Proprietorships I-X, inclusive, are unknown to Plaintiff who sues unknown defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of said defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the defendants designated as Does 1-X, ABC Corporations 1-X and Black and White Partnerships and/or Sole Proprietorships I-X are legally responsible in some manner for the events and happenings referred to in this Complaint, and are proximately responsible for the injuries and damages suffered by Plaintiff as alleged in this Complaint.

25           9.     At all times material, the Defendants caused events to occur within Maricopa  
26 County, State of Arizona out of which this Complaint arises, and therefore jurisdiction and  
27 venue in this Court are proper.



**ALLEGATIONS COMMON TO ALL COUNTS**

12. Plaintiff is a licensed insurance broker who specializes in the sale of insurance products, including Medicare insurance products, to senior citizens.

13. Plaintiff has worked in the insurance industry since 1980 and has worked tirelessly to develop a reputation and character of dependability and integrity in how she approaches the needs of her clients and helps them meet their insurance needs.

14. Plaintiff maintains an active insurance practice in Prescott, Arizona.

15. Humana is one of a few insurance carriers that offer Medicare Advantage and Medicare insurance products for sale in Yavapai County, Arizona, where Ms. Rose maintains a majority of her client base and prospective clients.

16. On August 31, 2004, Plaintiff signed a "Group Producing Agent Contract" ("Agreement") with Humana, which allowed Plaintiff to market and sell Humana's Medicare products to various qualified clients.

17. Pursuant to the Agreement, Ms. Rose was entitled to commissions on the Humana Medicare insurance products that she sold to third-party clients on behalf of Humana.

18. At all times, Ms. Rose was in compliance with all requirements of the Agreement, and continued to maintain necessary certifications and qualifications required by State and Federal law applicable to the sale of insurance products, including Medicare Products.

19. On November 8, 2016, Ms. Rose received correspondence from Humana indicating that Humana was unilaterally terminating Ms. Rose's Agreement and that Ms. Rose's relationship with Humana was being terminated effective immediately.

20. The Agreement provides that the Agreement may be terminated without cause by either party upon at least 30 days prior written notice, and in the event of such

1 termination, Ms. Rose would still be entitled to commissions for all existing insurance  
2 clients where were still under contract with Humana for their insurance needs.

3 21. The Agreement also provides that the Agreement can be terminated  
4 immediately for cause under limited circumstances, and in the event the termination is for  
5 "just cause," the independent agent's commissions for then existing business are subject to  
6 forfeiture.

7 22. In the November 8, 2016 correspondence, Humana failed to articulate any  
8 basis for the termination of the Agreement, and certainly never provided any basis for a  
9 "just cause" termination.

10 23. Humana's failure to provide any basis whatsoever for the termination of the  
11 Agreement constitutes a waiver of Humana's right to allege "just cause" as a basis for its  
12 termination decision.

13 24. Because Humana has terminated the Agreement without just cause (or failed  
14 to articulate what that just cause would be in its termination notice), Humana is in breach of  
15 its obligations to Ms. Rose, including failure to remit payment for ongoing referral  
16 commissions to Ms. Rose.

17 25. Humana currently owes Ms. Rose for all ongoing premium commissions on  
18 business that Ms. Rose has previously written for Humana.

19 26. Humana's unilateral and wrongful termination of the Agreement occurred  
20 during the open enrollment period for prospective insurance clients to enroll in a Medicare  
21 Advantage plan.

22 27. As a result of Humana's unilateral termination of Ms. Rose's producer  
23 agreement, Ms. Rose was required to refer 175 of her clients to another agent for purposes  
24 of securing necessary Medicare Advantage coverage for her clients.  
25  
26  
27  
28

1        28. For the benefit of her clients, Ms. Rose referred the 175 clients to another  
2 Humana approved agent for purposes of securing Medicare Advantage insurance plans of  
3 her clients.

4        29. As a result of Humana's wrongful termination of the Agreement, Ms. Rose  
5 was deprived of the opportunity to receive commissions on the 175 clients that she referred  
6 to another Humana approved agent.

7        30. The anticipated commissions on the 175 clients that Ms. Rose would have  
8 expected to receive for 2017 alone was in excess of \$38,000.

9        31. In addition to the 175 clients that Ms. Rose referred to another Humana  
10 approved agent, Ms. Rose was not able to write insurance business for an additional 435  
11 clients that she ultimately had to refer elsewhere. The anticipated yearly commissions for  
12 the 435 clients that Ms. Rose was forced to refer elsewhere was approximately \$100,000.00  
13 for 2017 alone, although Ms. Rose would be entitled to commissions from Humana so long  
14 as the client remained an insured with Humana.

15        32. Since the termination of her relationship with Humana, Ms. Rose has  
16 discovered that since 2010 to the present, Humana failed to pay commission to Ms. Rose for  
17 existing insurance business she placed with Humana. The missed commission payments  
18 that Humana failed to pay are in excess of \$25,000. The failure to pay those commissions  
19 constitutes an independent breach of the Agreement.  
20

21                    **COUNT ONE**  
22                    **(Breach of Contract)**

23        33. Plaintiff realleges and fully incorporates herein by reference all prior  
24 allegations set forth in the preceding paragraphs of the Complaint.

25        34. Ms. Rose and Humana entered into the Producer Agreement whereby, among  
26 other things, Ms. Rose would be entitled to commissions on insurance business that she  
27 wrote for Humana.  
28

1       35. As set forth in greater detail above, Humana breached the terms of the  
2 Agreement by improperly terminating the Agreement and failing to pay Ms. Rose  
3 commissions that are still owed, and failing to pay commission on business that she had  
4 properly written before the termination date.

5       36. As a direct and proximate result of the aforementioned Defendant's breaches  
6 of contract, Plaintiff has been damaged in an amount to be proven at trial.

7       37. As this dispute arises out of the parties' contract, Plaintiff is entitled to an  
8 award of attorneys' fees pursuant to Ariz. Rev. Stat. § 12-341.01.

9  
10                   **COUNT TWO**

11                   **(Breach of the Covenant of Good Faith and Fair Dealing)**

12       38. Plaintiff realleges and fully incorporates herein by reference all prior  
13 allegations set forth in the preceding paragraphs of the Complaint.

14       39. A party to a contract has a duty to act fairly and in good faith. This duty is  
15 implied by law and need not be in writing.

16       40. This duty requires that neither party do anything that prevents the other party  
17 from receiving the benefits of their agreement.

18       41. By the actions set forth in the proceeding paragraphs, Defendant breached the  
19 duty of good faith and fair dealing owed to Plaintiff.

20       42. As a direct and proximate result of Defendant's breach of the duty of good  
21 faith and fair dealing, Plaintiff has been damaged in an amount to be determined according  
22 to proof at the time of trial.

23       43. As this dispute arises out of the parties' contract, Plaintiff is entitled to an  
24 award of attorneys' fees pursuant to Ariz. Rev. Stat. § 12-341.01.

25       ///

26       ///

**COUNT THREE**

**(In the Alternative, Unjust Enrichment/Quantum Meruit)**

44. Plaintiff realleges and fully incorporates herein by reference all prior allegations set forth in the preceding paragraphs of the Complaint.

45. Plaintiff was impoverished by the Defendant's actions as described in previous paragraphs set forth above, which were not justified; and the Defendant has been and will be unjustly enriched at the expense of Plaintiff.

46. As a result of the foregoing conduct, Plaintiff has suffered and will continue to suffer substantial harm from the Defendant's actions.

47. It would be inequitable for Defendant to retain the benefits gained by its wrongful conduct without repaying the sums owed to Plaintiff.

48. As this dispute arises out of the parties' contract, Plaintiff is entitled to an award of attorneys' fees pursuant to Ariz. Rev. Stat. § 12-341.01.

**COUNT FOUR**

**(Interference with Business Expectancies)**

49. Plaintiff realleges and fully incorporates herein by reference all prior allegations set forth in the preceding paragraphs of the Complaint.

50. As described in the preceding paragraphs, Plaintiff had valid business relationships with her customers and prospective customers related to the prospective sale of Humana insurance products. Plaintiff invested time and resources developing such business relationships. Plaintiff provided services to these customers and had a legitimate business expectancy of receiving payment for the prospective business she would write for Humana.

51. Defendant had knowledge of Plaintiff's business relationship with its customers and the fact that Plaintiff had an expectancy of future business from those customers.

52. As described in the preceding paragraphs, Defendant intentionally, improperly

1 and wrongfully interfered with Plaintiff's business relationship with her clients and  
 2 prospective clients by unilaterally terminating the Producer Agreement and thus depriving  
 3 Ms. Rose of the ability to place her clients and prospective clients in Humana Medicare  
 4 Advantage Plans.

5 53. As a direct and proximate result of Defendant's intentional interference with  
 6 the business expectancy, Plaintiff has sustained damages in an amount to be proven at trial.

7 54. Defendant's actions as described above, demonstrate that such actions were  
 8 intentional, wanton and reckless and showed ill will and demonstrated a reckless  
 9 indifference disregard for the rights of and owed to Plaintiff and that such actions were  
 10 outrageous and malicious so as to entitle Plaintiff to an award of punitive damages against  
 11 Defendant.

#### 12 PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

14 A. For an award of compensatory, general and special damages, and other  
 15 damages in an amount to be determined at trial;

16 B. For an award of punitive damages and treble damages in an amount to  
 17 be determined at trial;

18 C. All reasonable attorneys' fees and costs incurred in prosecuting this  
 19 action pursuant to Ariz. Rev. Stat. § 12-341.01 in an amount not less than \$2,500.00.

20 D. For post-judgment interest on all applicable amounts, at the highest  
 21 legal rate; and

22 E. For such other and further relief as the Court deems just and  
 23 appropriate.

24  
 25  
 26 ///

27 ///



1 Dated this 1<sup>st</sup> day of May, 2017.

2 DAVIS MILES MCGUIRE GARDNER, PLLC

3  
4 By: 

5 David W. Williams

6 40 E. Rio Salado Parkway, Ste. 425

7 Tempe, AZ 85281

8 *Attorneys for Plaintiff*

ORIGINAL FILED 21-2317  
DATE OF  
DONNA McQUALLY  
Clerk of Superior Court  
By: M. FEICHTER  
Deputy

 **Davis Miles**

**McGuire Gardner**

40 E. Rio Salado Parkway, Suite 425

Tempe, AZ 85281

Telephone: (480) 733-6800

Fax: (480) 733-3748

[efile.dockets@davismls.com](mailto:efile.dockets@davismls.com)

David W. Williams, State Bar No. 22764

*Attorneys for Plaintiff*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF YAVAPAI**

SHERRIN ROSE, an individual,

Plaintiff,

vs.

HUMANA INSURANCE COMPANY, a  
Kentucky corporation, HUMANA HEALTH  
PLAN, INC., a Kentucky corporation, JOHN  
DOES 1 - X and JANE DOES 1 - X; ABC  
CORPORATIONS 1 - X; BLACK AND  
WHITE PARTNERSHIPS and/or SOLE  
PROPRIETORSHIPS 1 - X,

Defendants.

CASE NO.

201700936

**CERTIFICATE REGARDING  
COMPULSORY ARBITRATION**

The undersigned certifies that he knows the dollar limits and any other limitations set forth by the local rules of practice for the applicable superior court, and further certifies that this case is not subject to compulsory arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

Dated this 1<sup>st</sup> day of May, 2017.

**DAVIS MILES MCGUIRE GARDNER, PLLC**

By: 

David W. Williams

40 E. Rio Salado Parkway, Ste. 425

Tempe, AZ 85281

*Attorneys for Plaintiff*



## Notice of Service of Process

Transmittal Number: 16675602  
Date Processed: 05/23/2017

**Primary Contact:** Elizabeth Monohan  
Humana Inc.  
500 West Main Street  
Louisville, KY 40202

**Electronic copy provided to:** Joyce King  
Kara Wort  
Brian Bargender  
Mary McGuire  
Kara Vogelsang  
Wendy Enfors  
Eric Holdridge  
Glicelda Bradford  
Lori Mattingly  
Dora Menard  
Donna Whitt

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<b>Entity:</b>	Humana Health Plan, Inc. Entity ID Number 1884045
<b>Entity Served:</b>	Humana Health Plan, Inc.
<b>Title of Action:</b>	Sherrin Rose vs. Humana Insurance Company
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Yavapai County Superior Court, Arizona
<b>Case/Reference No:</b>	201700336
<b>Jurisdiction Served:</b>	Arizona
<b>Date Served on CSC:</b>	05/22/2017
<b>Answer or Appearance Due:</b>	20 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
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